

Terms & Conditions

Fired Up Kilns (ABN 365 984 307 89)

Last updated: December 2021

1. Introduction: Fired Up Kilns (FUK) aim is to provide pottery equipment to create ceramics that you can afford. We do this by working with our partners in South Africa and other countries to build and import affordable, solid and functional pottery kilns, spare parts, furniture and pottery wheels for the Australians and New Zealand markets.
1. Effective Date: These terms and conditions are effective from June 2020.
2. Jurisdiction/governing law: Laws of the State of Victoria, Australia.
3. Privacy: The privacy of our clients is paramount and FUK will never disclose or share the personal details of a client (except when required by law) to a 3rd person without the expressed consent of the client.
4. Lead times for manufacturing / shipping: Although every effort is made to ensure quoted time frames are achieved, many issues outside the control of FUK impact. FUK commits to ensuring you are informed of any delays promptly, however excepts no liability for delays outside of its control. If a delay is greater than 4 weeks from the expected quoted delivery time then a no-obligation cancellation of your order and full refund of any moneys paid is available on request.
5. Termination of orders: Order accepted by FUK are not subject to change or cancellation by the client, however clients should contact and discuss their changes circumstances/requirements with FUK at their earliest convenience, in exceptional circumstances at the discretion of FUK the deposit (or part there-of) may be returned.
6. FUK retain the right to cancel an order or refuse to supply a product should the client be abusive, misleading, defamatory, threatening, offensive or otherwise inappropriate in dealing with FUK, its employees or subcontractors. In the event that FUK cancels an order a full refund will be provided with 7 days.
7. Returns and exchanges: FUK does not offer returns or exchanges. However is product you purchase fails to meet our consumer guarantee, you have the right to ask for a repair, replacement or refund under Australian Consumer Law. The remedy you are entitled to depends on whether the issue is major or minor. If you have a minor problem with a product, FUK can choose to give you a free repair instead of a replacement or refund. When you have a major problem with a product, you have the right to ask for your choice of a replacement or refund.

8. Changes: Changes may be made in specifications for material or product improvements without notice or obligation. Any photos or images used on the website, manuals or social media may not be the Australian version of the product and should be considered indicative only.
9. Pricing: Prices may change at short noticed based on the changing costs of materials and shipping. All price changes are effective as soon as they are posted on the Fired Up Kilns website and supersede any other published materials. Prices remain current and will be honoured on quotes that are accepted prior to their expiry (or valid until) date.
10. Credit Card fees: Credit card fees are not passed on to our customers for items under \$1000.00
11. Invoicing: Kilns and other products are invoiced at the Point of Sale with receipt of payments issued upon request. A final receipt with any outstanding balance will be provided when the product(s) are nearing readiness for delivery. Orders will not be shipped until full payment of the invoice has been received.

In the event that the outstanding amount has not been paid by the expiry date on the invoice and the order is ready for shipment, FUK reserves the right to consider the order cancelled and the client will forfeit any moneys already paid.

12. GST: 10% GST is applied to all purchases made within Australia by Australian Law. International sales will be taxed at the appropriate rate for that country. All quotes prices are inclusive of GST.
13. Deposits: Non-refundable deposits are required for purchases over \$1000. The deposit amount is dependent on the cost, availability and bespoke nature of the purchase. Please review the FUK website or contact FUK to find out the deposit required for a particular product.
14. Delivery and shipping: FUK encourages the utilisation of its service to coordinate the freighting of your products. Such products will be insured by FUK up to arrival at your location and unloaded from the delivery vehicle, please ensure you insure the product after it has been unloaded from the vehicle and during the move to its permanent location.

Should you wish to organise your own freight then you will be liable for insuring the product from the moment of uplift from Factory 39, 10 Cawley Road, Yarraville, Victoria 3013 Australia.

Someone must be present to receive the product, the client is liable to negotiate with the delivery company directly any issues regarding date or time of delivery.

Do not sign the delivery receipt (consignment note) until you have inspected the box / crate / package from any damage associated with transport. If you see then damage then

write “refused due to damage” on the consignment note and the product will go back with the freight company who will be responsible for the damage. Please take photographs to use when making a claim and inform FUK within 3 days or the claim may not be accepted due the rules of the freight companies.

If you sign a delivery note and later find damage, you will be liable. All products have multiple quality and damage checks prior to packaging and dispatch from the FUK factory.

Smaller packages may be sent by Australia Post or a Courier and the same process as above applies.

If you believe your shipment has items missing or is incorrect, please call or email FUK immediately. Do not return any items until instructions have been received by FUK.

15. Lifting & Setup: Kilns can be extremely heavy and top heavy when unbalanced. Please discuss the safety equipment, lifting equipment and number of people required to safely unpack or move your kiln, prior to any attempt to move your new kiln. FUK recommends the use of a forklift or a pallet-jack and a minimum of two strong people.
16. Electrical Safety: All products are electrically complaint to Australian standards. FUK strongly recommends that a qualified local electrician is engaged to prior to the purchase of a kiln and again for installation as required. NEVER open or interfere with the electrical box and should you have any concerns then turn the kiln off at the power source and seek the advice of a qualified electrician immediately.
17. Safety Notice: The purchaser acknowledges that equipment improperly installed, maintained or operated can pose a serious threat to a person’s safety, environmental integrity, and product/process quality. FUK equipment is provided with various safety, performance, and operating limits, designs and devices which, if disconnected, altered, tampered with, or changed by the owner, will become the owners sole risk and responsibility and such actions will absolve FUK of all obligations and liabilities with respect to the function of such limits, designs and devices.
18. Instruction Manuals: Instruction manuals are provided and can also be requested to be re-send electronically by FUK. It is the expectation of FUK that all owners will read, understand and comply with the instructions as set out in the manuals, any non-compliance with the manuals instructions may invalidate the warranty of the product.
19. Technical Support: FUK is happy to provided technical support and advice during office hours when appropriate or refer you to our network of technical experts. Please also refer to our website for resources, instructional videos or the FAQ’s.
20. Dispute / Complaint Resolution: If a dispute or complaint arises that cannot be resolved by the parties involved, it is to be referred to a senior manager / Director of the parties. All discussions and actions will be undertaken on a ‘without prejudice’ basis. If the issue

remains unresolved after 30 days then either party may commence alternative proceedings.

21. Copyright: FUK products, services and materials are protected as far as is possible, under the copyright Law as set out in the Copyright Act 1968 (Cth). As the owner of its copyright, Fired Up Kilns has exclusive rights over their material.
22. Warranty: The warranty terms herein apply to all equipment sold in Australia and New Zealand by Fired Up Kilns. Fired Up Kilns provides a warranty for its equipment only to the party that originally purchased the equipment from Fired Up Kilns or its authorized resellers or distributors.

The warranty period starts on the date of the purchase from Fired Up Kilns or its authorized resellers or distributors and continues for a term of twelve (12) months. You may be required to provide proof of your purchases as a condition of receiving any warranty service.

Fired Up Kilns warrants that the equipment including the electronic equipment provided will meet the current functional specifications published as at the date of original delivery for the period of twelve (12) months from that date, if properly installed and operated as designed and accordance with instructions.

In the event of valid warranty claim Fired Up Kilns' will at its own expense and at its sole discretion either repair, replace or refund the whole or part of the equipment. Any repairs or replacement will be rendered at Fired Up Kilns offices or as Fired Up Kilns sees fit. The replacement equipment need not be new or the identical model or parts. Fired Up Kilns may in its discretion replace the defective equipment with a suitable alternative replacement. Any equipment that is installed by a non-registered or suitably qualified person or not installed in accordance with specifications will result in the warranty being void. All warranties will fulfil obligations that may be set according to the local laws of the country in which the equipment was sold by Fired Up Kilns or its authorised resellers or distributors.

Any claim under this warranty must be submitted in writing before the end of the warranty period to Fired Up Kilns, with a written description of what the defect is, the date of purchase and the serial number (if applicable). The defective equipment should be sent to Fired Up Kilns offices and must be packaged to avoid any further damage in transit. The costs of the transportation are to be paid by the customer. Fired Up Kilns may reject any warranty claim where it believes that the equipment has been damaged or further damaged in transit.

The warranty provided by Fired Up Kiln does not cover equipment and electronic components that have been subjected to abuse, accident, alterations, modifications, tampering with, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not as described in the documentation provided; if the model or

serial number of the equipment has been altered, tampered with, defaced, removed or damage; or failure due to power surge, and any cosmetic damage.

Elements and thermocouples are specifically excluded from this warranty as they are considered consumables.

To the maximum extent permitted by law, Fired Up Kilns is not liable for any loss, costs, damages, liabilities or consequential loss suffered by the customer or any third parties as a result of the equipment, including but not limited to damages for loss of goodwill, work stoppages, equipment damage, computer failure or malfunction, loss of information as a result of the equipment.

The customer shall indemnify and keep indemnified Fired Up Kilns and its directors, employees, contractors and related parties and holds Fired Up Kilns harmless from and against all actions, suits, causes of actions, claims, demands, costs, charges and expenses of every description made against or suffered by Fired Up Kilns due to the use, operation, safety features and procedures for use in respect of any equipment which has been purchased from Fired Up Kilns.

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ABN: 365 984 307 89

Fired Up Kilns works from the lands of the Wurundjeri Woi Wurrung and Bunurong peoples of the Kulin Nation and we pay our respects to their Elders, past, present and emerging.

